

# BOULWARE SPRINGS HISTORIC WATER WORKS

3500 SE 15th St.  
Gainesville, FL 32641



## Rental Guide and Contract

Department of Recreation and Parks  
Nature Operations Division

To reserve a facility or for more information, contact Morningside Nature Center at (352) 334-2170 or visit [www.natureoperations.org](http://www.natureoperations.org)



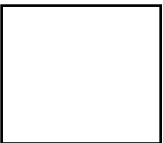
Morningside Nature Center  
3540 East University Ave.  
Gainesville, FL 32641

Nature Operations Division  
Recreation and Parks Department  
City of Gainesville



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Created by Nature Operations Division Staff 5/2004

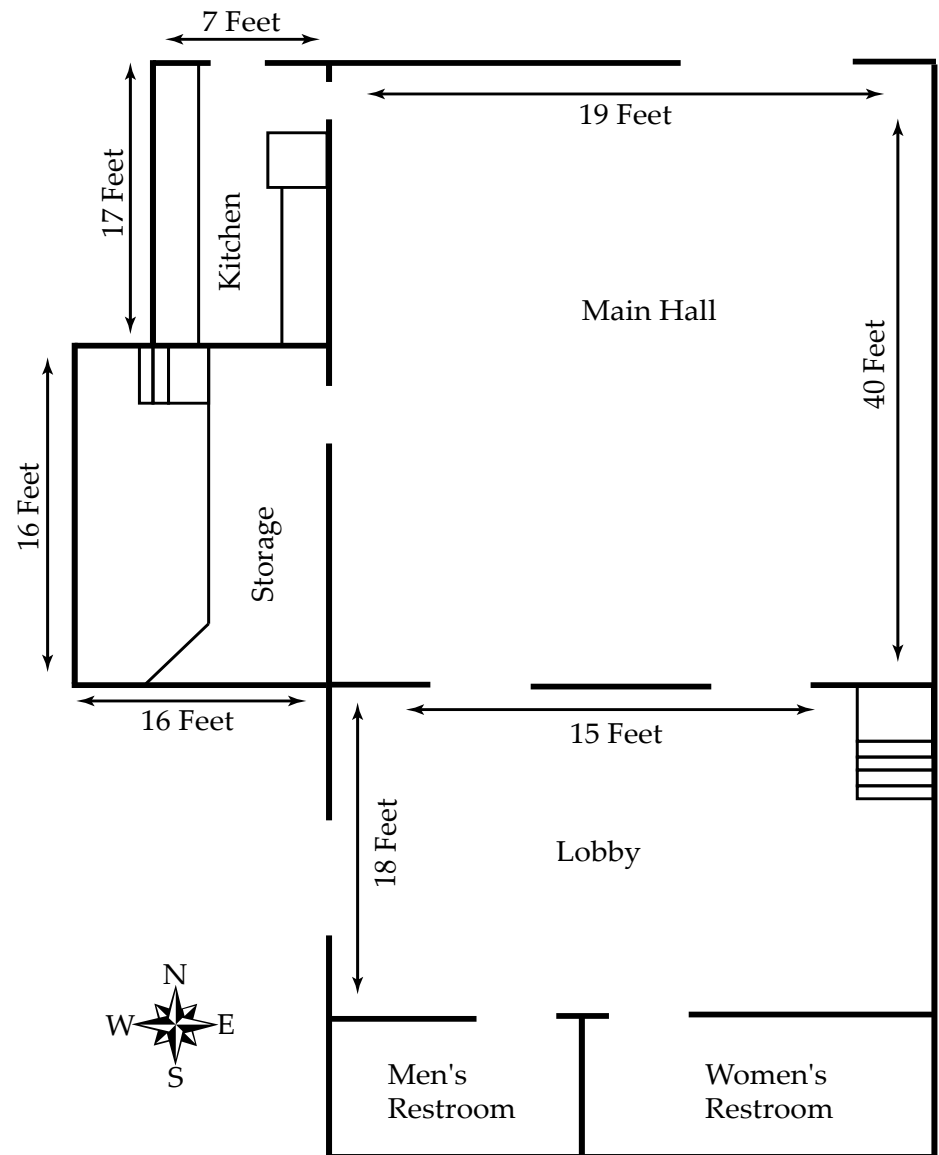
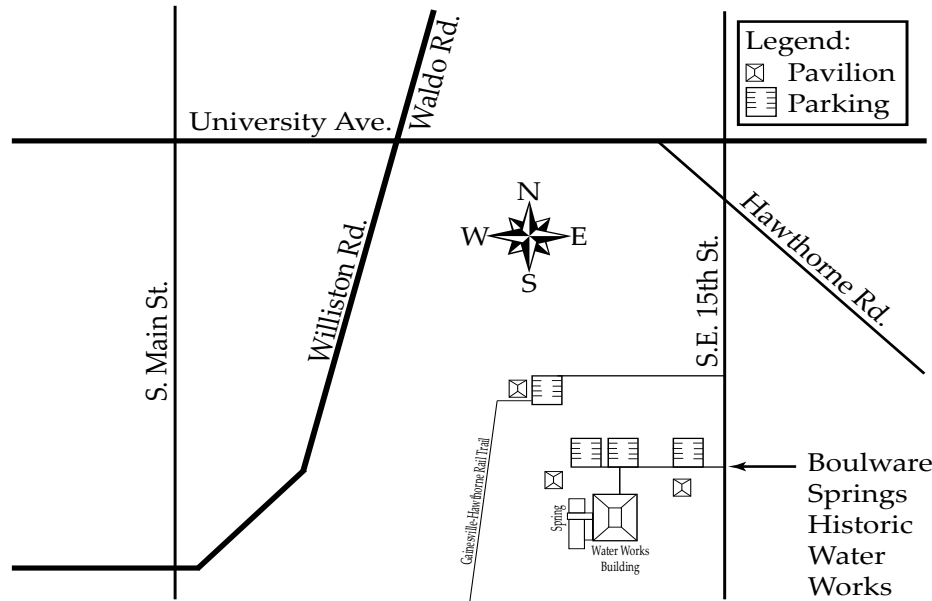


# BOULWARE SPRINGS HISTORIC WATER WORKS

3500 SE 15th St., Gainesville, FL 32641

Nestled in a mixed hardwood/pine hammock on the north rim of Payne's Prairie, Boulware Springs discharges some 300,000 gallons of water a day from the Florida aquifer. Named for a local citizen, the spring was the site for the vote that chose Gainesville as the new county seat, and was also a major reason for the relocation of the University of Florida to Gainesville.

The water works building was built around 1894 in the southern commercial vernacular style and is listed on the National Register of Historic Places, and as an American Water Works Landmark. The building is completely air-conditioned and handicapped-accessible. Amenities include the double-height 19'x40' "Main Hall" with seating capacity of 54 people, kitchen complete with fridge/freezer and microwave oven, men's and women's restrooms, and an 18'x11' Lobby. The surrounding park offers tables, benches, grills, and parking for more than 100 vehicles. Historic Boulware Springs Historic Water Works and Park is a popular location for social and civic functions.



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# BUILDING USE REGULATIONS

## IMPORTANT- PLEASE READ CAREFULLY!

1. The Lessee is responsible for obtaining appropriate licenses and permits.
2. The Lessee, in conducting any performance, or public or private meeting, or in giving any lecture or concert, shall conform to, comply with, and abide by all laws of the United States and the State of Florida, the rules and regulations of all the State and Federal boards and bureaus, the Board of Health and all ordinances, policies, and procedures of the City of Gainesville.
3. Aisles, if used, shall be used only for passage to and from seats, and shall be kept unobstructed at all times, in accordance with fire codes. The Lessee shall not transact, nor allow the transaction of any business on the premises, nor keep thereon anything which will increase the rate of fire insurance on the building, nor conflict with the provisions of the insurance policies on the building or any part thereof. The Lessee shall not use, nor permit the use upon the premises of any substances of a hazardous nature, such as explosives or highly flammable materials.
4. Property insurance does not cover any items in the building which is not the property of the City of Gainesville. Lessee and its agents, caterers, or employees are solely responsible for insuring the safety of all items brought into the facility. The City of Gainesville and Gainesville Regional Utilities assume no responsibility and no liability whatsoever for the loss of or damage to private property.
5. A \$100 damage deposit is required to rent Boulware. This deposit will be returned to the Lessee provided that the following regulations are observed. The Department of Recreation and Parks shall have the right to apply any or all of the damage deposit to the cost of cleaning/repair of leased premises, and/or to pay for staffing during hours of access extending beyond those contracted. Damage deposit refunds will be initiated within ten (10) business days following the scheduled use. Notice of this procedure and deductions made to the damage deposit will be sent to the Lessee confirming in writing the amount of such deductions and the reason thereof. Any damage requiring a written estimate will be held until said estimates have been received by the Recreation and Parks Department and the exact amount required for the necessary repair may be determined.
6. All events require a deposit of \$100.00 to reserve the specified date. This is applied as the damage deposit. All fees are due in full prior to the rental date. Make checks payable to the City of Gainesville. A 6% sales tax is included in the fees. Non-profit organizations must present proof of tax exempt status [501(c)3] with payment of fees.
7. The Lessee shall not permit smoking, lighting of candles, any flammables, or explosives at anytime within the building or grounds.
8. Food and drink are not allowed in the bathrooms or equipment room. All food, packaging, and containers shall be disposed of properly in designated areas. No Red Drinks are allowed in the building due to carpet. The Lessee must obtain prior consent from the Department for sale of any item. Alcohol may be consumed only in the building/surrounding grounds with prior consent (this does not include park area away from grounds immediately surrounding Water Works building).
9. Boulware has only a microwave, thus it is recommended that meals served be provided by a licensed caterer.
10. A Recreation and Parks Department representative will inspect the facility before and after each use. The Lessee is responsible for taking reasonable security and safety precautions and preventing unauthorized entry to the leased premises. The Lessee is responsible for set-up, food service, and dismantling of the equipment. The Lessee is responsible for cleaning the facility of all material brought and returning facility equipment to its correct storage place. Items left behind may be discarded and a \$25.00 fee will be deducted from the damage deposit for failure to clear the building of trash, wall decorations, or any item brought into the facility.
11. Throwing of substances is not allowed in the building or on the grounds, including rice, birdseed, confetti or glitter. Disregarding the regulation will result in a fee of \$25.00 or greater being deducted from the damage deposit.,
12. Lights, heat, water, and air-conditioning will be provided as part of the base rental agreement. Any special lights, lighting effects or fixtures brought into the building must be prior-approved in writing by the Department of Recreation and Parks.
13. Because of the public and historic nature of the of the building, any furnishing and/or other appurtenances already in place shall not be removed in order to accommodate any Lessee. No fixed part of the building will be disarranged in any manner. The use of tape or other adhesives, nails, tacks, screws or similar articles are not allowed. All decorations will be put up without defacing the building. A minimum of \$25.00 will be deducted from the damage deposit for ay infringement of this rule.
14. Any item to be transported over the floor must be carried or transported to prevent tearing of the carpet.
15. Public profit making events are not allowed. Contact Morningside Nature Center for more information.
16. In the event of the cancellation of a scheduled event, a refund of monies paid will be disbursed, governed by the following conditions: reservation deposits are refundable if notification to Department of Recreation and Parks by the Lessee is provided in writing at least 90 days prior to date reserved. If an event is scheduled less than 14 days prior to the date of the event and the event is subsequently canceled, 50% of the rental and staff fees paid will be refunded (Reservation deposit is not refundable).
17. No swimming at anytime is allowed in the springs.
18. The Department of Recreation and Parks shall have the right to enter premises at all reasonable times to make necessary repairs or inspections to insure that the conditions of the agreement are fulfilled. Any non-compliance with the agreement's conditions will be brought to the Lessee's attention, upon which Lessee will rectify said deficiencies as quickly as is practical or vacate the premises.
19. Vehicles will be confined to driveways and designated parking areas only. No vehicle, trailer, or other equipment may traverse or be placed upon grass or planted areas except for equestrian parking in designated lot.
20. Tours of the facility for the intended purpose of completion of lease agreement are available during normal working hours and may be scheduled free of charge by contacting Morningside Nature Center at 352-334-2170.

**Please retain this page for your records.**

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**RENTAL RATES**

NON-PROFIT ORGANIZATIONS

-need copy of 501(c)3-  
-\$20.00 Per Hour-

BUSINESS/ PRIVATE ORGANIZATIONS

\$25.00 Per Hour

STAFF ATTENDANT: \$20.00 Per Hour  
(Necessary for all hours outside of 9am-5pm)

Tables and Chairs included in price  
(8- 8' long and 4 round 8-person tables, 55 chairs)

One FREE Hour is included for setup and/or cleanup,  
please include this in your open and close time.

**BOULWARE RENTAL CONTRACT**

Date of Rental: \_\_\_\_\_ Open time: \_\_\_\_\_  
Close time: \_\_\_\_\_

\_\_\_\_\_ HOURS @ \_\_\_\_\_ Per Hour = \_\_\_\_\_

Attendant @ \$20.00 Per Hour = \_\_\_\_\_

Damage Deposit @ \$100.00 = \_\_\_\_\_

TOTAL \*\*\*\*\*= \_\_\_\_\_

Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX or E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

**BOULWARE RENTAL CONTRACT**

I have read and agree to all conditions of the Building Use Regulations. I understand my duties and responsibilities as Lessee and further agree to indemnify and hold harmless the City of Gainesville, Gainesville Regional Utilities (GRU), their officers, agents, and employees from and against all expense (including court costs and attorneys fees) by reason of liability imposed by law upon the City and/or GRU for damages because of bodily injury including death that any time, resulting or sustained by any person or persons on account of utilizing the property of the City and/or GRU arising out of or in consequence of use of the property whether such injuries due to or death of person or damages to property is due or claimed to be due to the negligence of the City and/or GRU their officers, agents, and employees. I further understand that the City of Gainesville and/or GRU at no time agrees to waive its sovereign immunity granted under Florida Statutes 768.28.

Non-City agencies/ institutions using City facilities must provide proof of liability insurance in the amount of \$ \_\_\_\_\_ and listing the City of Gainesville as an additional insured.  
Insurance required? \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_  
(Recreation & Parks Representative)

\_\_\_\_\_  
(Lessee Signature)

Date: \_\_\_\_\_